

April 4, 2008

Mr. Andre J. Downey
EEC of DC
1405 H Street, NE, Suite # 3
Washington, DC 20002

Re: EEC of DC | Forrester - DOES Headquarters Joint Venture

Dear Andre:

This correspondence is to confirm the discussion of the "EEC of DC | Forrester - DOES Headquarters Joint Venture" Management Committee, the discussion of Section 3, Item g) of our JV Agreement, and the agreement to designate Michael T. Slattery as the "Contract Manager" for the project that we are bidding this Monday, April 7, 2008.

In addition, you will need to come over to our today, Friday, April 4, 2008 @ no-later-than 2:00 p.m. to review the bid / proposal with Steve Sullivan in our offices, and sign-off on the final number.*

Finally, we anticipate that the NET operating profits after taxes, per Section 4 of our JV Agreement, for EEC of DC, will be 5% of the gross-stated fee before all expenses, taxes, etc. This is based on EEC of DC providing \$1M in bonding towards this project, and reduces proportionately, based on the percentage of the \$1M bonding actually provided by EEC of DC. This will be determined at the time the bond is required by the Owner, and EEC of DC's available bonding capacity. Forrester will provide the remainder of the bonding not covered by EEC of DC.

We will ask for (1) your signature on an original of the bid form agreeing with the final bid number(s), and sign-off of this correspondence showing (2) your concurrence with the designated "Contract Manager" and (3) the anticipated net operating profits.


Please call either myself @ 240.375.5012 or Steve Sullivan @ 240.793.6295 with any questions.

Sincerely,




John R. Forrester
Principal

Cc: Michael T. Slattery (FCC)
File / Job Folder

 4/4/08
Agreed & Accepted: Andre J. Downey Date:

 4/4/08
Agreed Upon Bid Amount: Andre J. Downey Date:

* FINAL BID SUBMITTED \$48,099,899.  4/5/08

Action of Management Committee:

EEC of DC, Inc. | Forrester Construction, Ward 1 Wellness Center Joint Venture
May 7, 2009

The following document constitutes a unanimous decision by the undersigned representatives of EEC of DC, Inc. (EEC) and Forrester Construction Company (Forrester) as the Management Committee for the above-referenced Joint Venture, outlining the terms for the "Joint Venture Bid" and the following items to meet requirements of the Joint Venture Agreement for this project:

1. Definition of "Scope of Work" for each of the JV Partners
2. Agreement of each JV Partner's bid to the JV for their respective "Scope of Work"
3. Agreement of "JV Total Project Cost" by the JV Partners
4. Agreement of "JV Net Profit Before Taxes" by the JV Partners
5. Agreement of "JV Bid Amount to Owner" by the JV Partners
6. Designation of "Contract Manager"

- I. Definition of Scope of Work for Joint Venture Partners: This section outlines the individual scope of the work and services to be provided by each of the Joint Venture Partners for this project. Each JV Partner agrees he is separately responsible for both the scope of the work and the associated price.

EEC of DC, Inc. - Scope of Work:

Provide the following General Conditions Labor for the project:

Job Position:	Person:	Weekly Rate:	Number Wks:	Total Price:
JV Vice President	Andre Downey	\$ 6,546 / week	3.8 wks	\$ 24,923.
Asst. Project Manager	N/A	\$ / week	0 wks	\$ 0.
Asst. Superintendent	N/A	\$ / week	0 wks	\$ 0.
Administrative Assistant	Norma Campos	\$ 1,494 / week	7.6 wks	\$ 11,377.
Laborer	Anibal Orellana	\$ 1,352 / week	38.1 wks	\$ 51,455.

ME/AJD

Provide the following Subcontract Labor for the project:

Type of Work:	Subs:	Sub's Price:	Mark-Up:	Total Price:
Management Fee	None at this time	As Bid	Included	\$ 0.
Others	To be determined			
	If necessary	TBD	TBD	TBD

ME/AJD

Provide the following Materials / Equipment / Other for the project:

None anticipated or included at this time.

ME/AJD

Forrester Construction Company - Scope of Work:

Forrester will provide all remaining General Conditions, Subcontract work, and all other work required to fulfill the requirements of the project.

ME/AJD

- II. Agreement of each JV Partner's bid to the JV for their respective "Scope of Work":

EEC's Bid for above EEC Scope of Work: (Actual)

Forrester's Bid for above Forrester Scope of Work: (Approximate)

\$87,762. ME/AJD
\$ 5,400,000.

It is agreed that each of the Joint Venturers shall be individually responsible for performing each of their above "Scope Of Work" for the Bid price provided to the Joint Venture entity, including all profits or losses therein.

III. Agreement of "JV Total Project Cost":

Price to be used for Joint Venture Total Project Cost, to Owner, prior to Joint Venture Net Profit to be added shall be: \$ 5,487,762. JNF/AJD

IV. Agreement of "JV Gross Profit before Taxes" and "JV Net Profit after Taxes"

The "Joint Venture Gross Profit before taxes" to be added to the "JV Total Project Cost" and used for the Joint Venture mark-up for the project shall be: (FIXED, regardless of FCC Bid) \$ 55,000. JNF/AJD

The Joint Venture administrative fees for (i) maintaining the financial books and records, (ii) any legal Joint Venture taxes as required by all applicable laws, and (iii) any other approved fees as outlined in the Joint Venture Agreement between the parties shall be charged against this Joint Venture Gross Profit, leaving the "Joint Venture Net Operating Profit after Taxes". It is agreed that this is the net profit after taxes that the Joint Venture entity shall split as fee between the Joint Venture Partners as per the terms of their project Joint Venture Agreement, in the following percentages:

EEC	51%
Forrester	49%

It is agreed that all profits or losses associated with each Joint Venturer's Scope of Work (Paragraph I), except as otherwise specifically provided in the Joint Venture Agreement between the parties for this project, shall be the responsibility of the individual Joint Venture member, and are not considered to be part of the "Joint Venture Gross Profit before Taxes" or the "Joint Venture Net Profit after Taxes" for the project.

V. Agreement of "JV Bid Amount to Owner":

The Joint Venture Partners hereby agree that the Final Bid Amount to the Owner for this project, as mutually reviewed and approved as per the above individual bids from the individual Joint Venturers, shall be: \$ 5,542,762. JNF/AJD

VI. Designation of Contract Manager:

The following person is hereby appointed "Contract Manager" as required per Section 3.g. of the Joint Venture Agreement:

EEC of D.C., Inc.:

Paul J. Danz
5/7/2009

Michael T. Shatterv
6/12/09
AJD 7/30/09
Stephen T. Huff
JNF/AJD
AJD

Forrester Construction Company:

John R. Forrester
5/7/2009

ACTION OF MANAGEMENT COMMITTEE FOR JOINT VENTURE:

EEC of DC, Inc. | Forrester – Anacostia High School Joint Venture

Action of Management Committee:

EEC of DC, Inc. | Forrester Construction, Anacostia High School Joint Venture
August 5, 2010

The following document constitutes a unanimous decision by the undersigned representatives of EEC of DC, Inc. (EEC) and Forrester Construction Company (Forrester) as the Management Committee for the above-referenced Joint Venture, outlining the terms for the "Joint Venture Bid" and the following items to meet requirements of the Joint Venture Agreement for this project:

1. Definition of "Scope of Work" for each of the JV Partners
2. Agreement of each JV Partner's bid to the JV for their respective "Scope of Work"
3. Agreement of "JV Total Project Cost" (Before Profit) by the JV Partners
4. Agreement of "JV Net Profit Before Taxes" by the JV Partners
5. Agreement of "JV Bid Amount to Owner" by the JV Partners
6. Outline of Expected Expenses & Liabilities of JV by the JV Partners
7. Designation of "Contract Manager" by CBE Partner

- I. **Definition of Scope of Work for Joint Venture Partners:** This section outlines the individual scope of the work and services to be provided by each of the Joint Venture Partners for this project. Each JV Partner agrees he is separately responsible for both the scope of the work and the associated price.

EEC of DC, Inc. – Scope of Work:

Provide the following General Conditions Labor for the project, inclusive of all taxes, insurances, and other fringe-benefit costs as required by law and/or your Corporate policy and procedures:

Job Position:	Person:	Weekly Rate:	Number Wks:	Total Price:
JV - Principle (part time)	Andre Downey	\$ 357.07 / week	117 wks	\$ 41,777.
Asst. Project Manager	TBD		117 wks	In Subcontract Work
Ass. Superintendent	TBD		117 wks	In Subcontract Work
Administrative Ass't (part time)	TBD	\$310.32 / wk	117 wks	\$ 36,307.
			Sub-total:	\$78,084.

Provide the following Subcontract Labor or Other Costs for the project:

Type of Work:	Subs:	Sub's Price:	Mark-Up:	Total Price:
Demolition & Abatement	As determined by EEC	\$ 2,700,000.	Included	\$ 2,700,000.
Trash Removal		\$ 50,000.	Included	\$ 50,000.
Bond Costs				Included for this work
Other Costs	To be determined			
	If necessary	TBD	TBD	TBD
			Subtotal:	\$ 2,750,000.

Provide the following Materials / Equipment / Other for the project:

Handwritten signature/initials: JAF/AJD

ACTION OF MANAGEMENT COMMITTEE FOR JOINT VENTURE:

EEC of DC, Inc. | Forrester – Anacostia High School Joint Venture

None anticipated or included at this time. Included above, as needed

Forrester Construction Company – Scope of Work:

Forrester will provide all remaining General Conditions, Subcontract work, remaining Bond costs, insurances, and all other work required to fulfill the requirements of the project.

It is agreed that all profits or losses associated with each of the Joint Venturer's Scope of Work shall be the responsibility of the individual Joint Venture member, and are not considered to be part of the "Joint Venture Gross Profit before Taxes" or the "Joint Venture Net Operating Profit after Taxes" for the project. All split savings or losses shall accrue to the individual Joint Venture member responsible for that portion of their scope of work and the associated bonding of the work therein.

II. Agreement of each JV Partner's bid to the Joint Venture for their respective "Scope of Work":

EEC of DC's Bid for above EEC Scope of Work:	<u>\$ 2,828,084.</u>
Forrester's Bid for above Forrester Scope of Work:	<u>\$46,146,682.</u>

It is agreed that each of the Joint Venturers shall be individually responsible for performing each of their above "Scope Of Work" for the Bid price provided to the Joint Venture entity, including all profits or losses therein.

III. Agreement of "Joint Venture Total Project Cost" (Before Gross Profit):

Price to be used for Joint Venture Total Project Cost, to Owner, prior to Joint Venture Net Profit to be added shall be: \$ 48,974,766.

IV. Agreement of "Joint Venture Gross Profit" before Taxes:

The "Joint Venture Gross Profit BEFORE taxes" to be added to the "JV Total Project Cost" and used for the Joint Venture mark-up for the project shall be: \$ 820,106.

V. Agreement of "Joint Venture Bid Amount to Owner":

The Joint Venture Partners hereby agree that the Final Bid Amount to the Owner for this project, as mutually reviewed and approved as per the above total of the "Joint Venture Total Project Cost" plus the "Joint Venture Gross Profit before Taxes" from the individual Joint Venturers, shall be: \$ 49,794,872.

VI. Expenses & Liabilities and "Joint Venture Net Operating Profit after Taxes":

The Joint Venture administrative fees for (i) maintaining the financial books and records, (ii) any legal Joint Venture taxes as required by all applicable laws, and (iii) any other approved fees as outlined in the Joint Venture Agreement between the parties shall be charged against the Joint Venture Gross Profit (item IV above), leaving the "Joint Venture Net Operating Profit after Taxes":

Joint Venture Gross Profit before Taxes:

\$ 820,106.

Handwritten signature/initials
JMF / KTD

ACTION OF MANAGEMENT COMMITTEE FOR JOINT VENTURE:

EEC of DC, Inc. | Forrester – Anacostia High School Joint Venture

Forrester Charges for item (i) above: (27 months x \$3,698 / month):	< \$ 99,825. >
*J.V. WDC "Ballpark Fee" (per current guidelines, attached):	< \$ 33,000. >
*J.V. Insurances (per current laws as of date of this document):	< \$ 5,000. >
Legal Fees for establishing JV and associated paperwork:	< \$ 17,100. >
*Any other approved fees as outlined in the Joint Venture Agreement:	\$ TBD.

Current / Starting "Net Joint Venture Operating Profit BEFORE Taxes":	<u>\$ 665,181.</u>
JV Income Tax @ 9.975% on all income earned by the JV:	< \$ 64,855. >

Current / Starting "Net Joint Venture Operating Profit AFTER Taxes":	<u>\$ 600,326. *</u>
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*Note: Noted amounts shown above for Joint Venture Expenses are approximate, and will be verified through monthly / quarterly Accounting presentations between EEC and Forrester.

It is agreed that this is the "Joint Venture Net Operating Profit AFTER Taxes" that the Joint Venture entity shall split between the Joint Venture Partners, as per all of the terms of their Joint Venture Agreement, in the following percentages:

EEC	51%
Forrester	49%

It is agreed that all profits or losses associated with each Joint Venturer's Scope of Work (Paragraph I) shall be the responsibility of the individual Joint Venture member, and are not considered to be part of the "Joint Venture Gross Profit before Taxes" or the "Joint Venture Net Operating Profit after Taxes" for the project. All Split-Savings or Losses shall accrue to the individual Joint Venture member responsible for that scope of work and the associated bonding of the work therein.

VII. Designation of Contract Manager:

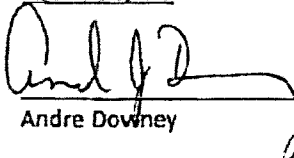
The following person is hereby appointed by EEC of DC, Inc. as the "Contract Manager" as required per Section 3.g. of the Joint Venture Agreement:

Stephen T. Houff

In the event of temporary or permanent illness, incapacity, resignation, termination, or replacement, both EEC and Forrester agree that the designation of the new Contract Manager, both jointly and severally, hereby irrevocably designate the then-current Contract Manager's current employer to designate his replacement for the duration of this project and to have the rights and responsibilities, and carry out all of the duties of, Contract Manager as outlined per the terms and conditions of the Joint Venture Agreement.

The above Action by the Management Committee is hereby acknowledged and accepted by the "Joint Venturers" as evidenced by the authorized signatures below:

EEC of DC, Inc.:

 12/20/10
Andre Downey Date

Forrester Construction Company:

 12/20/10
John R. Forrester Date

JMF/ASD